

NB 1. EXHIBIT G

FIRST AMENDMENT TO PROPERTY RENTAL AGREEMENT

This **FIRST AMENDMENT TO PROPERTY RENTAL AGREEMENT** (this "Amendment") dated as of April __, 2018 ("Effective Date") is entered into by and among GES Megaseven, LLC as successor in interest to American Solar Utility LLC ("Lessee"), City of California City ("Subtenant"), and Jerry & Dolores Stefek Family Trust ("Owner"). Lessee, Subtenant and Owner are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

A. WHEREAS, Owner and Lessee are parties to that certain Land Lease Agreement for Specified Use, dated October 2, 2013, a true and complete copy of which is attached hereto as Exhibit B (the "Lease"), pursuant to which Owner leased to Lessee, and Lessee, leased from Owner, certain real property, located in California City, Kern County, California (the "Master Premises").

B. WHEREAS, the Parties have entered into that certain Property Rental Agreement dated as of January 12, 2016 for the real property identified therein as rental area "A" (the "Agreement") pursuant to which Lessee agreed, subject to the terms and limitations set forth therein, to sublease the property described therein (comprising a portion of the Master Premises) ("Rental Area "A"") to Subtenant to permit Subtenant to have certain solar electric generating equipment installed to supply electricity to Subtenant.

C. WHEREAS, the Parties have also entered into that certain Property Rental Agreement dated as of January 12, 2016 for the real property identified therein as rental area "B" (the "Rental Area "B" Agreement") pursuant to which Lessee agreed, subject to the terms and limitations set forth therein, to sublease the property described therein (comprising a different portion of the Master Premises) ("Rental Area "B"") to Subtenant to permit Subtenant to have certain solar electric generating equipment installed to supply electricity to Subtenant.

D. WHEREAS, the Parties wish to amend the Agreement to add area to what is currently Rental Area "A" and to more clearly define Subtenant's use and control of such premises as more particularly set forth herein.

E. WHEREAS, the Parties wish to terminate the Rental Area "B" Agreement inasmuch as its terms will be subsumed into the Agreement by virtue of the amendments described in Recital D above.

NOW THEREFORE, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. DEFINITIONS

- 1.1. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement.

2. AMENDMENTS TO THE AGREEMENT

2.1. The second paragraph of the Agreement is hereby deleted in its entirety. As used in the Agreement and this Amendment, the term “Property” shall mean that certain portion of the Master Premises that is described in text in Exhibit A and also shown under the heading of “Rental Area Description” on the survey image also attached in Exhibit A. The Property is approximately ____ square feet or ____ acres in size and has an assigned address of 24200 Neuralia Road, California City, California 93505.

2.2. The Parties agree to amend Section 5 of the Agreement by deleting, in its entirety, the final two (2) sentences thereof.

2.3. The Parties agree to amend Section 9 of the Agreement by deleting it in its entirety and replacing it with the following:

“9.1 Lessee, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Subtenant, does hereby sublease to the Subtenant and the Subtenant does hereby sublease and take from the Lessee the Property described herein, together with, as part of the parcel, all improvements located thereon.

9.2 The Property may be accessed, occupied and used by Subtenant for any lawful purpose, subject to those restrictions imposed on Lessee under the Master Lease between Owner and Lessee.

9.3 Subtenant shall have the right to transfer and assign this Agreement or to sublet all or any portion of the Property, subject to (a) Subtenant’s having obtained Lessee’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and (b) at the time of such assignment or sublease, Subtenant not being in default in the performance and observance of the obligations imposed upon Subtenant under this Rental Agreement. Lessee shall have no right to rents or other consideration Subtenant receives in connection with any assignment or sublease made in compliance with this paragraph. The use of the Property by such assignee or sublessee shall be expressly limited by and to the provisions of this Rental Agreement and the Lease between Owner and Lessee.

9.4 All (a) personal property, furnishings and equipment of Subtenant presently located upon the Property, (b) trade fixtures installed on, or hereafter installed on, the Property by or at the expense of Subtenant, and (c) all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Property and used in the operation of the Subtenant’s business, and made to, in or on the Property by and at the expense of Subtenant and susceptible

of being removed from the Property without damage, unless such damage be repaired by Subtenant, shall, in each of the foregoing cases, remain the property of Subtenant and Subtenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Subtenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

9.5 Except as agreed upon in writing by Master Lessor and Subtenant, this Rental Agreement is and shall be subject and subordinate to the Master Lease and to all matters to which the Master Lease is subject and subordinate. Except as may otherwise be agreed upon in writing by Owner and Subtenant, if for any reason the term of the Master Lease shall end prior to the term of this Agreement, then the term of this Agreement shall thereupon automatically terminate, and Lessee shall not be liable to Subtenant by reason thereof unless the termination shall have been either (i) the result of a breach or by default of Lessee under the Master Lease that does not also constitute or result from a breach or default on the part of Subtenant under this Agreement, or (ii) the result of a voluntary (on the part of Lessee) premature termination (not pursuant to an existing right contained in the Master Lease) of the Master Lease that does not provide for a continuance of this Agreement as a direct lease between Master Lessor and Subtenant. Any termination of this Agreement due to circumstances set forth in either clause (i) or (ii) above, shall constitute a default by Lessee under this Rental Agreement.

9.6 Subtenant shall comply with all terms and provisions of the Master Lease as applicable to the Property and shall not take any action that could cause early termination of the Master Lease or other exercise of remedies by Owner with respect to the Master Lease.

9.7 If Owner shall default under any of the provisions of the Master Lease, such default shall not constitute a default by Lessee under this Agreement and Lessee shall not be obligated to cure such default by Owner. Lessee's sole obligation in the event of any such default by Owner shall be, at Lessee's sole cost and expense, upon written request from Subtenant to exercise commercially reasonable good faith efforts (which shall not require commencing or prosecuting any litigation or arbitration) in attempting to cause Owner to perform its obligations under the Master Lease for the benefit of Subtenant. If there is any such default, and Lessee does not commence or prosecute litigation against Owner, Subtenant may commence litigation against Owner to enforce Lessee's rights.

3. TERMINATION OF RENTAL AREA "B" AGREEMENT

- 3.1. Termination. Rental Area "B" Agreement is hereby terminated in its entirety. The Parties acknowledge and agree that such termination shall have no substantive effect on the terms applicable to Subtenant's sublease of the area referred to in the Rental Area "B" Agreement as "rental area 'B'" inasmuch as such rental area is now included in the Property that constitutes the subleased premises under this

Agreement and is covered by the terms of the Agreement, as amended by this Amendment.

4. EFFECTIVENESS / MISCELLANEOUS

- 4.1. Effectiveness. This Amendment shall be effective on, and shall be binding upon, the Parties hereto upon the full execution and delivery hereof, as of the Effective Date.
- 4.2. No Other Modifications. Except as expressly modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect, unmodified. The Parties expressly confirm that all clauses of this Amendment have been negotiated in good faith and are valid.
- 4.3. Entire Agreement. This Amendment contains the entire understanding of the Parties with respect to amendment of the Agreement and the termination of the Rental Area "B" Agreement and supersedes all prior and contemporaneous agreements and commitments with respect thereto.
- 4.4. Ratification. The Agreement, as amended hereby, is in all respects ratified and confirmed and shall be and remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean such Agreement as amended by this Amendment.
- 4.5. Amendments. No amendment, modification, termination or waiver of any provision of this Amendment shall be effective unless the same shall be in writing and duly executed by both Parties.
- 4.6. Enforceability. This Amendment shall be enforceable by and binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 4.7. Recitals. All Recitals set forth herein are hereby incorporated into this Agreement. The Recitals have the same force and effect as all other provisions contained herein.
- 4.8. Governing Law. This Amendment and all matters arising hereunder or in connection herewith shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles.
- 4.9. Counterparts and Facsimile Execution. This Amendment may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and executed facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

- 4.10. Severability. The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date first stated above.

LESSEE:

GES MEGASEVEN, LLC

By: _____
Name:
Title:

SUBTENANT:

CITY OF CALIFORNIA CITY

By: _____
Name:
Title:

OWNER:

**JERRY AND DOLORES STEFEK
FAMILY TRUST**

By: _____
Name:
Title:

[Signature Page to First Amendment to Property Rental Agreement Area

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

AND SURVEY MAP OF MASTER PREMISES AND PROPERTY

[The legal description and survey map were not finalized as of the time of distribution of agenda packets. It is anticipated that the legal description and survey map will be made available prior to or at the April 24 City Council meeting]

[Exhibit A]

EXHIBIT B

COPY OF THE MASTER LEASE

[Exhibit B]

Summary of Land Lease

(In all cases, the actual lease language will prevail)

EFFECTIVE DATE OF LEASE: The Effective Date of the Lease is October 2nd, 2013

LANDLORD: Jerry & Dolores Stefek Family Trust

Notice Address:

5777 Santa Inez Place

Rancho Cucamonga CA 91739

Phone: ~~909-578-8806~~ 909-957-8806

Contact: Jerry Stefek

Email: jstefek@aol.com

TENANT: American Solar Utility LLC

Notice Address:

6360 Chatswood Drive,

Martinez, CA 94553

(925) 917-0566

Email: srr@americansolarutility.com

LEASED PREMISES:

Landlord owns 39.54 acres (Parcel APN 302-324-06) of real property, improvements, entitlements and other appurtenant rights and benefits located along Neuralia Road, in the City of California City, County of Kern, State of California 93505. The property is located east of Neuralia Road and south of Hans Blvd. runs parallel to Neuralia Rd for 680 feet in the incorporated area of California City, Kern County, California. See Legal Description of Property Metes and Bounds in **Exhibit A** (attached hereto and made a part hereof). Consisting of: Bare land together with all appurtenances. (See Exhibit A attached hereto and made a part hereof).

POSSESSION BY TENANT:

Tenant shall be entitled to full possession and control of the Premises as of the Effective Date.

ORIGINAL LEASE TERM:

The Lease Term will commence as of the Effective Date and shall terminate Twenty (20) years plus Ninety (90) days after the date that SCE has commissioned the project.

RENEWAL TERMS:

Four (4) successive periods of five (5) years or such term coincident with the term of any renewal(s) of the Power Purchase Agreement (PPA).

RENT:

The Obligation for Payment of Rent (Section 3.2) and the Original Term (Section 2.1) of the Lease shall be paid at an annual rate of \$750.00 per acre per year for the years of 1-10, then increase to \$850 per acre for the years 11-20, then under the Renewable Terms in Section 2.2 increase to a rate of \$950.00 per acre for the years 21-30 and then \$1050.00 per acre for the years 31-40 paid on an annual

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basis in legal tender at the notice address of Landlord. No other lease rent rate increases may be imposed throughout the lease years 1-40.

LEASE OPTION TERMS:

A non-refundable option deposit of \$5000.00 will give America Solar Utility LLC a 4 month window of time to determine the viability of tenant's project. If an additional 4 months is needed then another option deposit of \$5000.00 will be made for the next 4 months. A third and final 4 month window is available with an additional \$5000.00 option deposit. This represents a total of three 4 month windows (one year) No additional periods are available and each of the \$5000 payments are to be paid at the beginning on the option period and are non-refundable. After this one year period the effective date begins where the lease must be engaged or abandoned by tenant. If abandoned the tenant owes landowner NO additional Funds. If the lease is engaged then the effective date begins and the tenant must pay the agreed upon rents. In addition and separate from rents paid the tenant has the option to cancel lease anytime within the first year for a buyout fee of \$10,000.00. Tenants may also cancel lease anytime within the 2nd year for a buyout fee of \$7,500.00 and tenant may cancel anytime throughout the third year for a buyout fee of \$5,000. After the third year tenant is committed to the balance of the entire 20 year lease with no buyout options available. This is not contingent upon issuance of any building permits, projects funding, SCE participation or any other mitigating circumstances outside the landlord's control.

Lease Type:

Tenant is responsible for all property ongoing expenses such as Water, power, communication, etc. Landlord is responsible for property taxes but not including any re-assessment resulting from Tenants improvements or activities.

Prepaid Rent:

N/A

RENT OBLIGATION DATE:

The obligation to pay rent shall commence no later than the one year from the beginning of the 1st four month option period. The first annual rent payment shall be due and payable on the first day of the first month following Tenants decision to exercise lease agreement and shall continue each and every year to the end of the Lease term.

INTENDED and SECONDARY USE:

The Tenant will use the Property to construct and operate multiple 1 +- MW DC Solar Electric Generating Energy Facility (the "Solar Facility") Wind Turbines of various size and or any industrial or commercial use that is lawful to build, operate and maintain (the "Facility").

EXHIBITS:

Exhibit "A":

Property Survey and Legal Description

Exhibit "B":

Special Terms and Conditions


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LAND LEASE AGREEMENT FOR SPECIFIED USE

THIS LEASE AGREEMENT ("Lease") is effective October 2nd, 2013, by and between American Solar Utility LLC, a California Limited Liability Corporation with a notice address of 6360 Chatswood Drive, Martinez, CA 94553 (hereinafter "Tenant"), and Jerry & Dolores Stefek Family Trust with a notice address of 5777 Santa Inez Place, Rancho Cucamonga CA 91739 (hereinafter "Landlord"). Individually or collectively are referred to hereinafter as the "Party" or the "Parties".

RECITALS

A Landlord owns 39.54 acres (Parcel APN 302-324-06) of real property, improvements, entitlements and other appurtenant rights and benefits located along Neuralia Road, in the City of California City, County of Kern, State of California 93505. The property is located east of Neuralia Road and south of Hans Blvd. runs parallel to Neuralia Rd for 680 feet in the incorporated area of California City, Kern County, California. See Legal Description of Property Metes and Bounds in Exhibit A ("Property Survey and Legal Description") attached hereto and made a part hereof (the "Premises")

B. Tenant is in the business of installing and operating water and power generating facilities and selling water and electric energy generated from such facilities to utility companies or private entities;

C. Tenant has intentions to entered into a Power Purchase Agreement (the "PPA") calling for
i) the installation and operation by Tenant or a Subtenant of a photovoltaic energy generating system (the "Solar Facility") on Landlord's Property and
ii) sale by Tenant to Southern California Edison ("SCE") or any other entity that may desire to purchase the electric energy generated by the Solar Facility;

D. Tenant desires to lease the Premises from Landlord for any and all purposes including the generation of electrical power by having a Solar Facility installed and operated for that purpose and Landlord desires to lease the Property to Tenant for Tenant's purpose including but not limited to having a Solar Facility installed and operated on the terms and conditions set forth herein. It is also the intent to use the property for other types of development including wind turbines, and all other types of commercial and industrial use as long as it is for lawful purposes (the "Facility").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements herein, the Parties hereto agree as follows:

1. Leased Premises and Rights.

1.1 Leased Premises. Landlord hereby leases certain lands located on APN # 302-324-06 in California City, Kern County, California, together with all improvements and appurtenances and further described on Exhibit "A", attached hereto and made a part hereof.

1.2 Other Rights. The Tenant is granted a First Right of Refusal to lease any remaining Parcels of land within the North Edwards that the Landlord owns. If the Landlord decides to sell the property the Tenant will also have the first right of refusal to purchase the 39.54 acres with the parcel APN# 302-324-06 that is part of this lease agreement.


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2. Occupancy.

2.1 Original Term. The Lease will commence on the Effective Date and will terminate Twenty (20) years plus 90 days after the date SCE has formally commissioned the project. (The 90 days is the time the Tenant needs for removal of system after the 20-year SCE contract has expired.)

2.2 Renewal Terms. Tenant shall have the option to renew the Lease, coincident with a renewal or extension of the term of the PPA for up to four (4) successive periods of five (5) years each. All provisions of this Lease shall remain in effect during any renewal term(s). Tenant must provide Landlord with a minimum of 6 months' written notice of its intent to exercise each of their 5-year renewal options. The rent paid for the Renewable Terms is set forth in Section 3.1 below.

3. Rent.

3.1 Rent. The Obligation for Payment of Rent (Section 3.2 below) and the Original Term (Section 2.1 above) of the Lease shall be paid at an annual rate of \$750.00 per acre per year for the years of 1-10, then increase to \$850.00 per acre for the years 11-20, then under the Renewable Terms in Section 2.2 above increase to a rate of \$950.00 per acre for the years 21-30 and then \$1050.00 per acre for the years 31-40 paid on an annual basis in legal tender at the notice address of Landlord (unless Landlord provides written notice of a change in payment location).

A non-refundable option payment of \$5000.00 will give America Solar Utility LLC a 4 month window of time to determine Interconnection and Land Use Mitigations. If an additional 4 months is needed then another option payment of \$5000.00 will be made for the next 4 months. A third and final 4 month extension is available at the same \$5000.00 rate. All three four month terms combined will not exceed 1 year. These \$5000.00 payments become the property of landlord and are not prepayments or credits to future rents.

3.2 Obligation for Payment of Rent. Although this Lease Agreement is effective and operational as of the Effective Date or no later the three consecutive 4 month periods, the obligation to pay rent shall start immediately irrespective of the granting of the Building Permit for the Project. The first rent payment shall be due and payable on the first day of the first month and shall continue each and every year throughout the term of the Lease. The Tenant has the option to terminate this Lease Agreement within 12 months his 1 year option period or from the date that this agreement is executed by the Parties. Further the tenants will notify Landowner in writing and within 10 business days of tenant desires to enter into the actual rental agreement.

3.3 Possession. Tenant's right to possession and performance of obligations under the Lease, excluding the obligation to pay rent as outlined in 3.2 above, shall commence as of the Effective Date.

3.4 Increase in Rent after Renewal Terms. Should Tenant exercise its option to renew and extend this Lease Agreement, pursuant to 2.2 above, beyond the 40 years (the original 20 year term and including the four (4) 5 year extension periods combined), Landlord shall receive an increase in Rent of \$100 per acre annually for each 10 year extension of the Lease Term. Example: Year 31-40 is at \$1050.00 per acre annually then years 41-50 would be at a Rent Rate of \$1150.00 per acre.

3.5 Time of the Essence. All payments shall be deemed made upon receipt by Landlord. Time is of the essence of this Lease Agreement.

3.6 Late Fees. Any payment of rent not received by Landlord within 10 days of the due date shall accrue an automatic Late Fee of 10% of the amount of the payment, which is then due. Such late fee shall attach to the payment on the 11th day of non-receipt. In addition, a daily late charge in the amount of \$20.00 per day shall


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accrue from the 20th day that any rent payment remains unpaid until all amounts including the payment, late fees and daily charges are paid in full.

4. Installation of Facilities.

4.1 Landlord hereby consents to the construction, installation, operation, maintenance, repair and replacement by Tenant on the Leased Premises of Facilities for agriculture, commercial, industrial, power generation, wholesale and retail uses with all its supporting equipment and structures including without limitation; buildings, roads, wells, solar panels / modules, wind turbines, mounting substrates or supports, wiring and connections, power inverters, switch gear, service equipment, metering equipment, battery storage equipment and utility interconnections and any other structures, or items that Tenant deems necessary for the development of the property.

5. Use of Leased Premises.

Tenant shall have the right during the term hereof to use the Leased Premises for the construction, installation, expansion, operation, maintenance, repair and replacement of agriculture, commercial, industrial, power generation, equipment for wholesale and retail business. Such right of use shall include, but not be limited to: (a) activities necessary or convenient to operate, monitor, maintain, clean, repair, replace and dispose of part or all of the Facility; (b) addition and/or removal of equipment as needed to increase or decrease the capacity of the Facility and or Solar Facility; (c) access to the Leased Premises with guests of Tenant for promotional purposes during normal business hours and at other times as are reasonably acceptable to the Landlord; and (d) performance, through its own employees or through other agents or contractors, of any and all tasks necessary or convenient, as reasonably determined by Tenant, to carry out the activities set forth in paragraphs (a) through (d) of this Section 5.

6. Permits; Compliance with Laws.

Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use (collectively, "Permits") necessary for the construction, installation, expansion, operation, maintenance, repair and replacement of the Facility pursuant to this Lease. Landlord consents to any action taken by Tenant in applying for any and all such Permits, and to the extent necessary or convenient, agrees to join or otherwise acknowledge any application or filing for the same with Landlord's full cooperation, which shall not constitute a partnership of any kind. Tenant shall perform its obligations under this Lease in accordance with all applicable laws, rules, codes and ordinances.

7. Ownership of Facilities.

The Facilities shall be and remains Tenant's Trade Fixture and personal property at all times and shall not be considered as improvements to the Property. The Facility and its components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Landlord, with Landlord's fee or leasehold interest to the Property. Landlord shall not cause or permit the Facility or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through Landlord. Landlord shall indemnify Tenant against all losses, claims, costs and expenses (including attorneys' fees) incurred by Tenant in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Landlord. Notwithstanding the foregoing, any improvements or alterations to the Site made by Tenant to accommodate installation of the Facility and that are not themselves part of the Facility shall become part of the real property comprising the Property upon termination of this Lease if not promptly removed by Tenant within 90 days after the Termination Date.



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8. Ownership of Output of Facility.

Landlord acknowledges that Tenant is the exclusive owner of electric energy generated by the Facility and owner of all Environmental Attributes and Environmental Incentives, Federal and/or State, attributable to the Facility. The Facility shall not be considered to be an electric public utility, an investor owned utility, a municipal utility.

9. Default.

9.1 General. In the event of any default in the performance or breach of any representation, warranty, covenant or term of this Lease, the non-defaulting Party shall provide the defaulting Party with written notice of the default, which notice shall describe the default in reasonable detail. If an event of default or breach is not cured within thirty (30) days of receipt of written notice of default, the non-defaulting Party may at its discretion: (a) suspend performance under this Lease; (b) seek damages or specific performance from a court of appropriate jurisdiction; (c) terminate this Lease and exercise such other remedies as are available to it under applicable law for the breach of this Lease by the defaulting Party and/or (d) the non-defaulting Party can choose to cure the default and credit the cost against the rent and seek then reimbursement under applicable law. Notwithstanding any termination of this Lease, all obligations that have accrued under this Lease prior to termination shall survive until paid or satisfied. The non-defaulting Party or prevailing Party shall be entitled to collect its attorney fees and other expenses as part of its award.

9.2 Default in Payment of Rent. Should Tenant default in the payment of Rent for more than 60 days, Landlord may declare the entirety of the minimum Rent due and payable and may apply to the Court for a money judgment in the amount remaining unpaid plus cost of collection and attorney fees in addition to all other remedies.

10. Representations, Warranties and Covenants of Landlord.

10.1 Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under this Lease, have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person and/or entity, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord or any valid order of any court, or regulatory agency or other body having authority to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law. The signer of this lease warrants that he/she has the authorization and capacity to execute this lease.

10.2 Landlord's Title to Property Improvements. Landlord represents and warrants that Landlord has lawful title to the Property of the Leased Premises and full right to enter into this Lease, and covenants to maintain the same during the term of this Lease. To the best of Landlord's knowledge, there are no existing conditions or use restrictions that prevent the construction, installation or operation of the Facility on the Property within the Leased Premises. Landlord represents and warrants to Tenant that there is no encumbrance on the Property as of the date hereof. In addition to the foregoing, with respect to any property on which the Facility is to be installed, if Landlord has an existing mortgage, ground lease or other encumbrance ("Mortgage") or enters into a Mortgage after the execution date of this Lease, Landlord and Tenant shall enter into a subordination, non-disturbance, and attornment agreement with such mortgagee on mutually agreeable terms and conditions, consent to which the Tenant can reasonably withhold or delay.


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10.3 Utilities. Tenant shall provide for Station Power during the term of this Lease. For purposes of this Lease "Station Power" shall mean electric energy consumed in the start-up and operation of the Facility, which is distinct from the alternating current output of the Facility. The Station Power requirement is to run the electrical power tools needed during the construction period and thereafter is limited to running the Tenant's communications monitoring equipment and to have AC current to the inverters, which is solely needed for the inverter to recognize this AC current to switch on the inverters, not to run the inverters. The Tenant shall bear all costs of such power needs.

10.4 Internet Connection. Landlord shall allow the Tenant, at Tenant's sole expense, to install their communication equipment to location(s) where the Tenant can install secured boxes to house each of their system monitoring equipment where each System inverter is located that would allow for internet connectivity (phone line, wireless access, Ethernet, cable or other appropriate method), and hereby grants to Tenant the right to connect the Monitoring Equipment to such connection, that will reasonably enable Tenant to remotely monitor energy production by the System. Tenant is granted the right at its cost to make such connection to the Premises.

10.5 Insolation. Landlord and tenant both acknowledge and agrees that access to sunlight ("insolation") is essential to the value to Tenant of the leasehold interest granted hereunder and is a material inducement to Tenant in entering into this Lease. Further, both landlord and tenant agree that tenant is in full control of the leased property and landlord's involvement is passive. Accordingly, it is Tenant responsibility to not construct or permit to be constructed any structure on the Leased Premises that could adversely affect insolation levels, permit the growth of foliage that could adversely affect insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Leased Premises, Landlord shall advise Tenant of such information and reasonably cooperate with Tenant in measures to preserve existing levels of insolation at the Leased Premises.

10.6 No Interference with and Protection of Facility. Landlord will not conduct activities on, in or about the Property, the Site or the Leased Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. Landlord shall not permit Landlord's employees, invitees, agents and representatives, and other unrelated third-parties, to access to the Leased Premises or the Facility, and shall not take any actions that could lead to the occurrence of any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. Tenant, at Tenant's expense shall may install security fencing around part or the entirety of the facility and may, at its discretion, install a security system for it premises in any configuration that it chooses. .

10.7 Hazardous Materials. To the best of Landlord's knowledge, there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials under any applicable law or regulation, present on, in or under the Leased Premises. If Landlord becomes aware of any such hazardous, toxic or dangerous materials, Landlord shall promptly notify Tenant of the type and location of such materials in writing. Landlord agrees to assume full responsibility for (and protect, indemnify and defend Tenant against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Leased Premises, unless directly attributable to the actions of Tenant. An inspection of the property shall be made prior to occupancy by Tenant. The condition of the property according to this Inspection Report shall be the condition of the property to which it must be returned at the end of the lease.

10.8 Investment Tax Credit and Federal Treasury Grant 1603. Landlord hereby grants to Tenant the right and privilege to apply, pursuant to the appropriate sections of the Internal Revenue Code and/or State of California Tax Code and regulations thereunder, for any Federal Investment Tax Credit or Federal Tax Grant 1603, which may be available on the solar and or wind farm to be constructed on the Premises and Landlord agrees to execute all necessary documents as may be required to evidence to consent herein given.


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10.9 Notice of Facility Emergency. Should Landlord, its employees, consultants or representatives discover any material malfunction of the Facility or interruption in the supply of electricity from the Facility, or other emergency regarding the Facility, Landlord shall have the affirmative duty to notify Tenant of each such instance of malfunction, interruption or emergency within twelve (12) hours of its discovery, except in the case of an emergency regarding human health in safety in which case Landlord shall notify Tenant immediately. Tenant shall provide to Landlord a list of persons together with their contact information to be notified, on a priority basis, in the event of such an emergency.

11. Representations, Warranties and Covenants of Tenant.

11.1 Authorization; Enforceability. The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person and/or entity, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms and conditions, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

11.2 Hazardous Materials. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the solar or wind energy generation business. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances, if any. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises, unless such Hazardous Substances preexist the Effective Date of this Lease or are the direct result of any action or inaction by Landlord. The term *Environmental Law* shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental law and shall include, without limitation, petroleum oil and its fractions.

12. Taxes.

12.1 Tax Obligations of Tenant. Tenant shall pay all personal property taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority against Tenant in connection with Tenant's occupancy and use of the Leased Premises or the construction, installation, operation, maintenance, repair or replacement of the Facility. Any increase in real property taxes due to the presence of Tenant and/or its activities shall be the obligation of Tenant and shall be paid either directly to the taxing authority by Tenant or reimbursed to Landlord as the Parties may agree, within 30 days of receipt of a copy of the original tax statement together with an invoice from Landlord.

12.2 Tax Obligations of Landlord. Landlord shall be responsible for all real property taxes relating to the real property on which the Leased Premises is situated, all landlords personal taxes computed upon the basis of the net income of Landlord or payments derived from the Leased Premises by Landlord. Landlord is not responsible for any increase of property re-assessment do to activities and improvements generated by tenant.


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Landlord agrees to notify Tenant as to any real property taxes, which are delinquent. Should Tenant receive notification that property taxes remain unpaid, Tenant shall have the option, at its sole discretion, to pay such taxes and to deduct the amount of the payment from future rent payments.

13. Insurance.

13.1 Tenant's Liability Insurance. Tenant shall, during the term hereof, obtain, maintain and keep in full force and effect, with Landlord named as additional insured, full general commercial liability insurance covering the use and occupancy of the Leased Premises, and the business operated by Tenant thereon in the following amounts: 1) One Million Dollars (\$1,000,000) per occurrence and 2) Two Million Dollars (\$2,000,000) annual aggregate. Tenant shall provide Landlord with a Certificate of Insurance on or before the Effective Date.

13.2 Landlord's Liability Insurance. The tenant shall for the Landlord's benefit, during the term hereof, obtain, maintain and keep in full force and effect, full general commercial liability insurance, to be paid by Tenant, insuring against any losses incurred by Tenant as a result of actions or Landlord's employees, consultants or representatives or as a result of any operations being conducted on adjacent property under Landlord's control in the following amounts One Million Dollars (\$1,000,000) per occurrence and 2) One Million Dollars (\$1,000,000) annual aggregate. Tenant shall provide Landlord with a Certificate of Insurance on or before the Effective Date.

13.3 Tenant's All Risk Insurance. Tenant represents that it maintains and covenants that it may maintain during the term of this Lease All Risk form property insurance sufficient to insure against complete loss or destruction of the Facility installed on a Site and naming Tenant as the loss payee. Tenant shall deliver to Landlord certificates of insurance evidencing such coverage within thirty (30) days of the execution of this Lease and on an annual basis thereafter if Landlord so requests.

13.4 Waiver of Subrogation. Landlord and Tenant each release each other and their respective principals, employees, agents and representatives, from any claims for damage or injury to any person or to the Leased Premises, Landlord's other assets that are on the Property, if any, or to the Facility caused by, or that result from, risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused any of the risks insured against under any insurance policy required by Section 13 hereof.

13.5 Workers Compensation Insurance. Tenant hereby covenants and represents that it has procured and will keep in full force and effect Workers Compensation Insurance for its employees in amounts and under terms as required under California law.

14. Liability and Indemnity.

14.1 Tenant Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its principals, employees, agents and representatives of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Tenant or Landlord, and damage or destruction of property, including, but not limited to, property of either Tenant or Landlord, any utility company or Landlord, or other loss or damage incurred by Landlord, arising out of (a) negligent acts or omissions or willful misconduct of Tenant, its principals, employees, agents and representatives; or (b) the material breach by Tenant of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Landlord and any Landlord Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Tenant's obligations pursuant to this Section 14.1 shall not extend to claims, demands, lawsuits or


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actions for liability to the extent attributable to the negligence or willful misconduct of Landlord, the Landlord Indemnitees, or their respective principals, employees, agents and representatives, or to the acts of any third parties. Tenant shall pay any cost that may be incurred by Landlord or the Landlord Indemnitees in enforcing this indemnity, including reasonable attorney fees.

14.2 Landlord Indemnity. Landlord shall indemnify, defend and hold harmless Tenant, its principals, employees, agents and representatives (the "Tenant Indemnitees") of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Tenant or Landlord, and damage or destruction of property, including, but not limited to, property of either Tenant or Landlord, or other loss or damage incurred by Tenant, arising out of: (a) negligent acts or omissions or willful misconduct of Landlord, its principals, employees, agents and representatives; or (b) the material breach by Landlord of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Tenant and any Tenant Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Landlord's obligations pursuant to this Section 14.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Tenant, the Tenant Indemnitees, or their respective principals, employees, agents and representatives, or the acts of third-parties. Landlord shall pay any cost that may be incurred by Tenant or the Tenant Indemnitees in enforcing this indemnity, including reasonable attorney fees.

14.3 No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Tenant nor Landlord shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease.

15. Casualty or Condemnation. In the event the Site shall be so condemned, damaged or destroyed so as to make the use of the Leased Premises impractical as determined by a qualified engineering consultant retained by Landlord and reasonably acceptable to Tenant, then either Party may elect to terminate this Lease on not less than thirty (30) days' prior notice to the other Party effective as of a date specified in such notice, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration this Lease. If neither Party elects to terminate this Lease pursuant to the previous sentence, Landlord shall exercise commercially reasonable efforts to repair the damage to the Site and return the Leased Premises to its condition prior to such damage or destruction, and except that Landlord shall in no event be required to repair, replace or restore any property of Tenant comprising part of the Facility, which replacement or restoration shall be Tenant's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Site, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

16. Assignment.

16.1 Assignment by Tenant. Except as provided below, Tenant may assign its rights under this Lease upon the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that any such Assignee assumes in writing the obligations of Tenant hereunder and under the Power Purchase Agreement, to the extent the same continues to survive. Notwithstanding the foregoing, Tenant may assign its rights under this Lease without Landlord's consent to (i) an affiliate of Tenant, (ii) to any person or entity succeeding to all or substantially all of the assets of Tenant, or (iii) as security in connection with any financing transaction entered into by Tenant. No transfer or assignment shall relieve Tenant of its obligations under this Lease unless Landlord shall otherwise agree in writing, any such agreement to be on terms acceptable to Landlord in its sole and absolute discretion. In the event that Mortgagee exercises its rights under any security

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agreement with a Tenant, Landlord acknowledges that Mortgagee shall have the right but not the obligation to (i) have itself or its designee substituted for Tenant under this Lease, or (ii) sell, assign, transfer or otherwise dispose of this Agreement to a third party, provided, any such transferee has both the financial capacity and the technical ability to perform the obligations required under this Agreement at a level not less than that of Tenant.

16.2 Assignment by Tenant for Financing Purposes. Tenant may mortgage or grant a security interest in this Lease and the Facility, and may assign this Lease and the Facility to any mortgages, ground lessor if any or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. Landlord agrees to execute any consent or estoppel agreement related to such financing transaction as may reasonably be required by such Mortgagees. Landlord agrees to notify Tenant and any Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant located on the Leased Premises, if such rights are requested. Any such notices to Mortgagees shall be sent to Mortgagee at the address specified in writing to Landlord by Tenant or any Mortgagees. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant located on the Leased Premises.

16.3 Assignment by Landlord or Transfer of Property by Landlord. Landlord agrees that this Lease, including any easement for right of way and access to the Leased Premises shall run with the land, may not be separately transferred or assigned, and shall survive any transfer of the Property. Landlord may transfer the Premises, subject to this Lease Agreement and any such transferee or assignee shall assume all of Landlord's obligations under this Lease. Such assumption of Landlord's obligations shall be automatic without any further writing; however, Landlord shall assure that the assumption of obligations is evidenced by a writing signed by the transferee or assignee. Landlord shall give Tenant at least thirty (30) days written notice prior to any transfer of all or a portion of the Property, identifying the transferee, the portion of Property to be transferred and the proposed date of transfer. The transfer or assignment of the Property by Landlord shall relieve Landlord of its obligations under this Lease provided the transferee or assignee assumes the Landlord's obligations in writing and the lease continues without interruption. If any mortgage or other encumbrance is placed on the Property after the date of this Lease, Landlord shall deliver to Tenant a recordable Non-Disturbance Agreement in a form agreeable to Tenant in its commercially reasonable discretion, duly executed by Landlord and the holder of the encumbrance. In the event Landlord receives a bona-fide offer to purchase subject premises, Tenant shall have a right of first refusal to purchase the property by matching the same price and conditions of such third party buyer. Such election of tenant shall expire 30 days from the date of Landlord notifying the Tenant of such bonafide offer of the third party buyer in writing. Tenant shall have the right to assign such right to a transferee of Tenant.

17. Removal of Facility.

17.1 Subject to any rights or obligations under the Power Purchase Agreement, Tenant shall be entitled to remove the Facility or any part thereof or any related equipment from the Leased Premises at any time without any advance notice to Landlord. Upon the expiration or other termination of this Lease, Tenant shall remove the Facility from the Leased Premises within a reasonable time thereafter, estimated to be 90 days after the Termination Date. The premises will be left near the condition it was found with all the mechanical equipment removed. All underground facilities shall remain as is or removed by the Tenant at Tenants discretion.

17.2 Landlord shall bear the costs of such removal if Tenant terminates this Lease due to Landlord's default hereunder.

17.3 Tenant shall bear the costs of such removal if (i) the Lease Term expires, or (ii) Landlord terminates this Lease due to Tenant's default hereunder.


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18. Quiet Enjoyment.

Tenant shall, so long as it performs its obligations hereunder, have quiet and peaceful possession of the Leased Premises throughout the term of this Lease and any option renewal terms thereof, if any. Landlord covenants that Tenant shall quietly have and enjoy the Premises, during the Term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord, subject, however, to the provisions of this Lease, even in the event the Landlord defaults on his mortgage obligations and the property is reconveyed to the lender, mortgagee or ground lessor. Landlord shall disclose to Tenant in writing any mortgage(s) or liens of any kind or any property taxes due but not paid to Tenant during the term and any extensions thereof, if any. The Landlord grants the Tenant the right to record this lease or a memorandum of this Lease. Tenant shall also record the expiration of this Lease at Tenant's cost and effort upon expiration of the term and any extension(s) thereof, if any. Tenant is solely responsible for the decommissioning of the Solar Facility.

19. Force Majeure.

Neither Party hereto shall be liable for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as Acts of God, acts of the other Party, acts of civil or military authority, earthquakes, volcanic activity, fires, floods, epidemics, windstorms, explosions, natural disasters, sabotage, wars, riots, regulations, tariffs mandated or approved by federal, state or other governmental or regulatory entities, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence (but in no event more than 30 days thereafter) ("Force Majeure").

20. Miscellaneous.

20.1 Amendments. This Lease may be amended only in writing signed by both Tenant and Landlord or their respective successors in interest.

20.2 Notices. Any notice required or permitted to be given in writing under this Lease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile, or sent by email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 20.2). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth in the Basic Lease Information with an email notification in addition on the day of mailing.

20.3 Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Lease or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy resulting unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition, or provision contained herein.

20.4 Dispute Resolution.

- (a) The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to the performance of this Lease, or the alleged breach, termination, or invalidity hereof ("Dispute"). In the event of any Dispute, either


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Party may give notice to the other Party invoking the provisions and process set forth in this Section 20.4. Such notice shall contain the name of the sending Party's senior officer who is authorized to attempt resolution of the Dispute. Within five (5) days after receiving such notice, the receiving Party shall also name a senior officer who is authorized to attempt resolution of the Dispute and shall notify the sending Party thereof. The senior officers nominated by each Party shall meet at a mutually agreed time and place, or by telephone conference, to attempt resolution of the Dispute no later than fifteen (15) days after notice of the Dispute was initially received. Should a resolution of such Dispute not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may then, by notice to the other, submit the Dispute to binding arbitration pursuant to Section 20.4(b).

- (b) Any Dispute not otherwise resolved pursuant to the foregoing meeting of senior officers shall be settled by binding arbitration in the State of California, in accordance with the rules of the American Arbitration Association and consistent with the limitations on liability contained herein. The venue for any such arbitration shall be in San Francisco, California; the losing Party shall bear the cost of the arbitration.

20.5 Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

20.6 Survival. Any provision of this Lease that expressly or by implication comes into or remains in full force following the termination or expiration of this Lease shall survive the termination or expiration of this Lease.

20.7 Severability. Any term or provision of this Lease that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Lease or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision of this Lease is deemed to be invalid by reason of the operation of Applicable Law, Landlord and Tenant shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Lease (and in the event that Landlord and Tenant cannot agree then such provisions shall be severed from this Lease) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

20.8 Defined Terms. Capitalized Terms used but not defined herein shall have the meaning given to them in the Lease Agreement.

20.9 Choice of Law. This Lease shall be construed in accordance with the laws of the State of California. The venue for any dispute arising out of or relating to this Lease shall be Contra Costa County, California.

20.10 Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

20.11 No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a Party hereto, other than the Landlord Indemnitees, the Tenant Indemnitees and any Mortgagees.

20.12 Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or emailed signatures shall have the same effect as original signatures and each Party consent to the admission in evidence of a facsimile, emailed or photocopy of this Lease in any court or arbitration proceedings between the Parties.


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20.13 Entire Agreement. This instrument in conjunction with the Power Purchase Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

20.14 Further Assurances, Memorandum of Lease.

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, estoppels, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to an interconnection agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

(b) Landlord consents to and hereby appoints Tenant as its attorney in fact for the purpose of recording a memorandum of this Lease in the land registry or title records of the county where the Leased Premises are located or other applicable government office so that public notice of the identities and addresses of the Parties hereto, and the Term of the Lease hereof be given.

(c) From time to time, upon written request by Tenant (or its lenders), Landlord shall provide within thirty (30) days thereafter an estoppel certificate attesting, to the knowledge of Landlord, of Tenant's compliance with the terms of this Lease or detailing any known issues of noncompliance.

20.15 Landlord Duty of Disclosure.

Landlord shall immediately disclose any material facts, upon Landlord's knowledge, that may adversely affect the operation of the Facility on the premises or property during the term of the Lease and any extension thereof, if any. Landlord acknowledges that Tenant's Facility is of significant value.

20.16 Confidentiality/Non-Disclosure.

Landlord acknowledges that Tenant's Facility may have proprietary technologies and any disclosure to any outside third party may cause damage to Tenant and will, insofar as possible, work with Tenant to hold such information confidential.

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year written below.

American Solar Utility LLC



Signature of Stephen Rumbaugh

Its: President Date: 10-2-2013

Jerry & Dolores Stefek Family Trust



Signature of Jerry Stefek

Its: Trustee Date: 10-2-13


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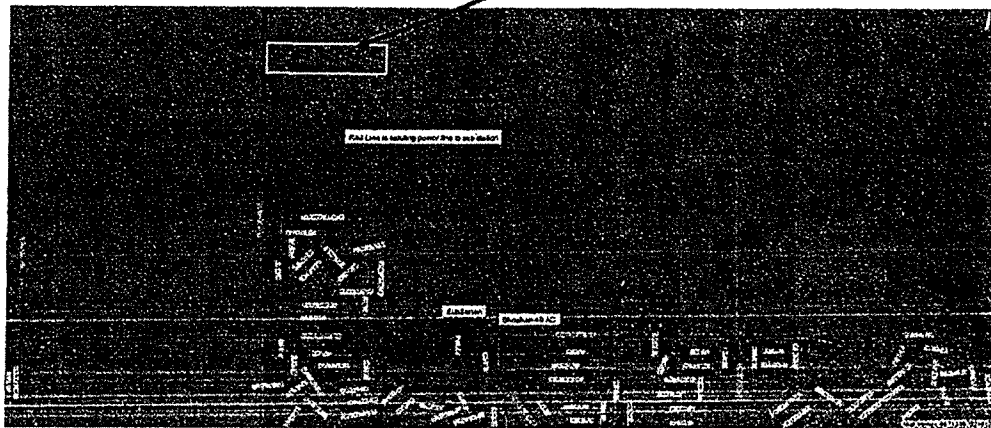

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Exhibit A

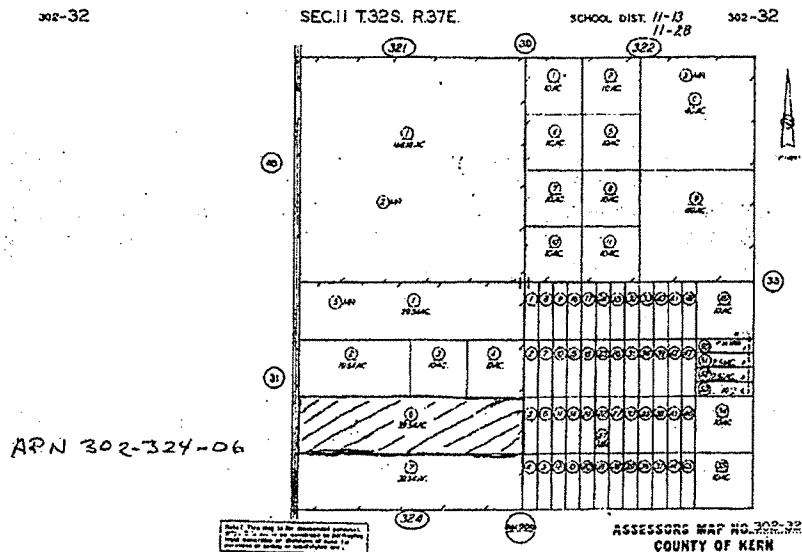
Property Legal Description and Property Survey or Parcel Map

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CALIFORNIA CITY, COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN# 302-324-06



Full Legal Description to be added here when completed by Surveyor. Detailed Parcel Coordinates and Measurements is part of that description.



CONSISTING OF 39.54 acres (+ or -) Assessor's Parcel No: 302-324-06

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Exhibit "B"
Special Terms and Conditions

1. Tenant shall not obstruct any passages, exits, or entrances of the property. Landlord shall provide unfettered ingress and egress to the Tenant's premises during the entire term of the lease.
2. Tenant to be responsible to provide the keys and codes to alarms to any security via an outside lock box with the code to this lock box known to Landlord and all governmental agencies that may require access to the property in an emergency situation.
3. If Tenant, at Tenant's expense, intends to install telegraphic, telephonic, burglar alarm or similar services in the premises, Landlord will allow this installation. Tenant shall remove any security system installed on the Premises at Lease termination.
4. Tenant shall not use or keep in the Premises any toxic or hazardous materials or any kerosene, gasoline or inflammable or combustible fluid or material other than (A) those limited quantities necessary for the operation or maintenance of its equipment, and (B) those otherwise permitted under the Lease.
5. Tenant shall close and lock the access of its Premises, shut off all water faucets or other water apparatus and turn off all lights and other equipment, which is not required to be continuously run. Lights shall be on motion sensors directed into the Facility; lights may be used at night for security and maintenance purposes only.
6. Tenant shall be allowed to install at Tenant's expense any radio or television antenna, satellite dish or system, or other device on the property that is necessary for the security of the Facility. Landlord reserves the right to exclude or expel from the property any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of the Rules and Regulations of the property.
7. Tenant shall not place in any trash box or receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal within the designated trash area. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by any governmental agency.
8. Tenant assumes any and all responsibility for protecting its Premises from theft and robbery, which responsibility includes keeping gates locked and other means of entry to the Premises closed. Landlord is responsible and liable for any activity on the property that is outside of the fenced confines of the Facility.
9. Tenant may leave vehicles in designated parking areas overnight within its gated area. Tenant, its agents, employees and invitees shall park within the gated premises or within 30' of the entrance to its gates. Deliveries shall be limited to daytime.
10. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
11. Landlord will provide all easements necessary to obtain access to the utility lines located along Neuralia Road.
12. Tenant will provide water necessary to operate the Facility. The amount of water to be used is to keep the property in operational condition and to help prevent the property becoming a fire hazard and to support fighting a fire on the premises. Landlord will provide access for all necessary equipment and allow all permanent installation of water lines necessary to comply with Kern County and State of California requirements.
13. Landlord will allow the Tenant to level or modify the land around the leased property to the extent that is necessary to build the Facility within its fenced area. Some land within, along or near the boundaries of the lease property needs to be graded and drainage modified to make sure that the Facility is protected from flood or water damage.
14. Landlord attests that the property is not in or a part of the Williamson Act.

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ADDENDUM
(C.A.R. Form ADM, Revised 4/12)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ Other Land Lease

dated October 2, 2013, on property known as Neuralia Road
California City, CA 93505
in which American Solar Utility is referred to as ("Buyer/Tenant")
and Jerry Stefek, Dolores Stefek is referred to as ("Seller/Landlord").
Parcel #302-324-06 39.54 Acres

American Solar utility to pay within 5 days of todays date \$5,000 plus penalty of \$600 for a four month extension from October 2, 2014 to February 2, 2015, payment is non-refundable and is to be applied towards the 1st years lease. The 1st years lease payment to be due and paid in full upon final project approval (construction cannot begin before this date).

This payment of \$5,000 plus \$600 a total of \$5,600 to be paid by October 20, 2014. If ASU doesn't receive final project approval by December 2, 2014 then an additional \$600 penalty is due.

Any penalties paid do not apply to lease payments.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10-20-2014

Date 10-15-2014

Buyer/Tenant

[Signature]
American Solar Utility
Stephen Rumbaugh Managing Member

Seller/Landlord

[Signature]
Jerry Stefek

Buyer/Tenant

Seller/Landlord

[Signature]
Dolores Stefek

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Al Gagnon Phone: 760.373.4444 Fax: 760.373.2663 Prepared using zipForm® software
Broker: California City Real Estate 6508 California City Blvd California city, CA 93505

NB 2. Exhibit A

THE FIRST AMENDMENT TO OPTION TO LEASE REAL PROPERTY

This First Amendment to Option to Lease Real Property (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of California City ("Lessor")** and **Fresno MSA Limited Partnership d/b/a Verizon Wireless ("Lessee")** (Lessor and Lessee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Lessor owns the real property (the "Parent Parcel") a part of which Lessor leased to Lessee; and

WHEREAS, Lessor and Lessee entered into that certain Option to Lease Real Property dated November 9, 2011 (the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A to the Lease; and

WHEREAS, Lessee warrants that it, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Lessee warrants that it has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Lessee shall pay to Lessor a one-time payment in the amount of **Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00)**. This amount shall be paid no later than the latest to occur of: (1) thirty (30) days of the Effective Date; Lessor sending Lessee an executed copy of this Agreement and the Memorandum (as defined herein) Lessee (b) Lessor sending Lessee any documents reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 1, 2012 and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on

February 28, 2037. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Lessee with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a ***"New Renewal Term"*** and, collectively, the ***"New Renewal Terms"***). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Lessee notifies Lessor that Lessee elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Lessor shall be able to terminate this Lease only in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee's receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) days of Lessee's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Lessee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to ***"Renewal Term"*** shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Lessor hereby agrees to execute and return to Lessee an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit A** and by this reference made a part hereof (the ***"Memorandum"***) executed by Lessor, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Lessee to Lessor.

3. **Rent Due.** The Parties agree and acknowledge that the current rent payable from Lessee to Lessor under the Lease for the period of March 1, 2017 through February 28, 2022 is **\$1,540.00** per month (The ***"Rent"***). However, starting with the payment due on May 1, 2018, the Rent shall be one dollar (\$1.00) per year.
4. **Lessor and Lessee Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Lessee needed consent and/or approval from Lessor, as owner of the property, but not as governmental regulator, for any of Lessee's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Lessor's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Lessor for such activities and uses.
5. **Representations.** The Lessor and Lessee (the ***"Parties"***) hereby represent and warrants as follows Lessee: (i) Lessor warrants that it is a duly organized municipal corporation, validly existing; (ii) each Party warrants to the other that it has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of the Parties, have the authority to enter into and deliver this Amendment on behalf of their respective Party; (iii) Lessee warrants that the recitals are accurate; (v) to the best of each of the Parties' knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or

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any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair either Party's rights under the Lease, as amended and modified by this Amendment. Lessee hereby represents and warrants to Lessor that, except for its sublease to American Tower, Lessee is not aware of, and to date has not caused or allowed, any person, firm or other entity to use, sublease, or otherwise occupy or use any portion of the Leased Premises. The representations and warranties of the Parties made in this Section shall survive the execution and delivery of this Amendment.

6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Lessor agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Lessor by Lessee or American Tower in connection therewith are subject to the requirements of the California Public Records Act (Government Code 6250 et seq.). The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: City of California City, Attn. City Clerk, 21000 Hacienda Blvd., California City, CA 93505 with a copy to Jones & Mayer, Attn: City Attorney of California City, 3777 N. Harbor Blvd. Fullerton, CA 92835; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of California.

10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Lessor or Lessee be liable to the other for, and Lessor and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Lessee's Securitization Rights; Estoppel.** Lessor hereby consents to the granting by Lessee and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Lessee's (or American Tower's) interest in this Lease, as amended, and all of Lessee's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Lessee's (or American Tower's) mortgagee ("***Lessee's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Lessor shall recognize the holder of any such Security Interest of which Lessor is given prior written notice (any such holder, a "***Holder***") as "Lessee" hereunder in the event a Holder succeeds to the interest of Lessee and/or American Tower hereunder by the exercise of such remedies. Lessor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Lessee, American Tower or Holder.
12. **Taxes.** The Parties hereby agree that Section 7 of the Lease is deleted in its entirety. During the term of the Lease, Lessor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Lessee hereby agrees to reimburse Lessor for any personal property taxes Lessor pays in addition to any increase in real property taxes levied against the Parent Parcel, to the extent either is directly attributable to Lessee's improvements on the Leased Premises. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. Lessee shall pay applicable personal property taxes directly to the taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Lessee, or if Lessor forwards such request for payment to Lessee.
13. **Compliance with Laws.** At all times, Lessor and all parties using the Leased Premises shall comply with all applicable local, state and federal laws, including the requirement that the Lessor obtain any required business license, zoning related approvals, and applicable building permits. Failure of any sublessee to comply with all provisions of this agreement and of applicable law shall constitute a material breach of this agreement.
14. **No Warranty.** Lessor makes no warranty or representation whatsoever, whether express or implied, regarding the suitability of any Licensed Area for Lessor's use. Lessor has inspected Licensed Area and accepts the same "AS IS." Lessee agrees that neither the Lessor nor its agents have made, and the Lessor expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or

environmental condition of the Leased Premises, the present or future suitability of the premises for the permitted use, or any other matter related to this Agreement. Lessor is under no obligation to perform any work or provide any materials to prepare the Leased Premises for Lessee.

15. **Delinquent Payment.** Payments not received within ten (10) days of the due dates as specified above shall accrue interest at a rate of seven percent (7%) per annum from the due date. In addition, a late fee in the amount of ten percent (10%) of the amount due shall be imposed if a payment is not received within thirty (30) days of the due date. Notwithstanding the provisions of this subparagraph, failure to make payments pursuant to the terms provided herein shall constitute a material default of the terms of the Agreement. Lessee assumes all risk of loss and responsibility for delinquent payments.
16. **Relocation of Facilities.** Lessor may require Lessee to relocate any property on the Leased Premises. Lessee shall at Lessor's direction relocate such property at Lessor's sole cost and expense, whenever Lessor reasonably determines that the relocation is needed for any of the following purposes if required for the construction, completion, repair, relocation, or maintenance of a Lessor project. In any such case, Lessor shall provide Lessee a reasonably equivalent alternate location.
17. **Collocation.** Lessee may allow any other party or parties to collocate wireless telecommunications facilities on the Leased Premises. Lessor, in its capacity as owner of property, but not as governmental regulator, agrees that Lessee shall not need Lessor's permission for Lessee to allow wireless telecommunication activities or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Lessee's interest in this Lease, as modified by this Amendment, except to the extent otherwise required by the California City Municipal Code or other applicable law. Lessee shall be required to comply with all generally applicable laws and regulations, including any requirement to obtain zoning or building permits at Lessee's sole cost. Lessor agrees to make good faith efforts to process such requests expeditiously. If Lessee allows any third party to use the Leased Premises, Lessee shall pay Lessor the greater of: (i) 40% of the revenue charged by Lessee to such third party, or (ii) \$1,000 per month, which amount shall be adjusted each March 1 based upon the changes in the Consumer Price Index, All Users (CPI-U, base year 1982-1984=100), or any successor index for the Los Angeles Area, comparing the changes in the index between January 2018 and the January of the year when the adjustment should occur.
18. **No Unreasonable Interference.** Lessee may not cause or allow more than *de minimis* radio frequency interference with Lessor's (or a related party's) current or future public safety related communications, and if Lessee does, Lessee shall immediately prevent such interference upon notice from Lessee. To the extent that Lessee causes or allows more than immaterial radio frequency interference with any other communications, Lessee shall promptly work in good faith with the other parties to promptly resolve such radio frequency

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interference in a reasonable manner. At all times, all uses of the Leased Premises must comply with all requirements of the Federal Communications Commission ("FCC"), and Lessor shall be responsible for any violation of this or other provisions of this agreement caused or allowed by its sublessees or any other party directly or indirectly authorized by Lessee to in any way use the Leased Premises.

19. Insurance. Section 10 of the Lease (entitled "Insurance") is deleted, and replaced by the following:

- a. Required Insurance. Without limiting Lessee's obligations to Lessor, Lessee shall provide and maintain, at its own expense, at all times this Agreement is in effect, insurance covering its operations hereunder that meet all of the following requirements.
 - i. Subcontractors. Lessee shall require each beneficiary of this agreement (including any sublessee, etc.) to maintain insurance coverage that meets all of the requirements of this Agreement.
 - ii. Quality of Insurance. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
 - iii. Endorsements. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the Owner and its officers, employees, agents and volunteers as additional insureds.
 - iv. No Cancellation. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on 10 days' prior written notice to Lessor.
 - v. No Exculpatory Language. Lessee agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
 - vi. Insurance is Primary. The insurance provided by Lessee shall be primary to any coverage available to Lessor. Any insurance or self-insurance maintained by Lessor and/or its officers, employees, agents or volunteers, shall be in excess of Lessee's insurance and shall not contribute with it.
 - vii. Subrogation. All insurance coverage provided pursuant to this Agreement shall not prohibit Lessee, and Lessee's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Lessee hereby waives all rights of subrogation against the Lessor.
 - viii. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of Owner, Lessee shall either reduce or eliminate the deductibles or self-insured retentions with respect to Lessor, or Lessee shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

- ix. Not a limitation. Procurement of insurance by Lessee shall not be construed as a limitation of Lessee's liability or as full performance of Lessee's duties to indemnify, hold harmless and defend as required by this Agreement.
- x. Material Breach. Failure on the part of Lessee to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Lessor may terminate this Agreement, if Lessor gives notice of said breach, and Lessee fails to cure said breach within 30 days.
- xi. Insurance Prior to Use. Use of the property shall be suspended during any period that Lessee fails to maintain said insurance policies in full force and effect.
- xii. Certificates of Insurance. At all times during the term of this Agreement, Lessee shall maintain on file with Lessor's Risk Manager a certificate or certificates of insurance showing that the required policies are in effect in the required amounts and naming the Lessor and its officers, employees, agents and volunteers as additional insureds. Lessee shall, prior to commencement of work under this Agreement, file with Lessor's Risk Manager such certificate(s).
- xiii. Evidence of Renewal. Lessee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages and are only sufficient if they are found to be acceptable by the Lessor's Risk Manager. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).
- xiv. Notification of Incidents. Lessee shall report to Lessor any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Lessee. Such report shall be made in writing within seventy-two (72) hours of Lessee's knowledge of such occurrence. Such reporting is in addition to reporting that Lessee would make to OSHA or any other applicable regulatory authority.
- xv. Reports of Claims. Lessee shall report to the Lessor, in addition to the Lessee's insurer, any and all insurance claims submitted to Lessee's insurer in connection with this Agreement.
- b. Amount of Insurance.
 - i. Types of Insurance. Lessee shall provide the following types of insurance in the following amounts.
 - 1. General Liability. A program of insurance written on ISO policy form CG 00 01 or its equivalent, endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than
 - a. General Aggregate: \$2 million
 - b. Personal Injury: \$1 million

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- c. Per occurrence: \$1 million
- 2. Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Lessee's business operations.
- 3. Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of Lessee and all risks to such persons under the Agreement.
 - a. Each Accident: \$1 million
- 4. Commercial Property Insurance. Such coverage shall:
 - a. Provide coverage for all property Lessee is authorized to use or allow to be used pursuant to this Agreement.
 - b. Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Lessor and Lessee as their interests may appear. Such proceeds shall be first to restore the property to a manner usable by Lessor, and thereafter, to the extent such funds are available, may be used by Lessee to repair and restoration of the Leased Premises to a manner usable by Lessee. Failure to use such insurance proceeds to timely repair and restore the Leased Premises shall constitute a material breach of the Agreement.

[SIGNATURES ON NEXT PAGE]

LESSOR:

The City of California City

Signature: _____

Print _____

Name: _____

Title: _____

Date: _____

LESSEE:

Fresno MSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: _____

Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

FORM OF MEMORANDUM OF LEASE

ATC Site No: 419916
VZW Site No: 249641
Site Name: Downtown California City CA

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 419916
ATC Site Name: Downtown California City CA
Assessor's Parcel No(s): 208-080-36

Prior Recorded Lease

Reference:

Document No: 0213046621
State of California
County of Kern

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **The City of California City ("Lessor")** and **Fresno MSA Limited Partnership d/b/a Verizon Wireless ("Lessee")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor and Lessee entered into that certain Option to Lease Real Property dated November 9, 2011 (the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee warrants that Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be February 28, 2067. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased

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Premises to be prepared for structures lawfully constructed and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum. Lessee shall pay all costs of recording, and all related costs.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: City of California City, Attn. City Clerk, 21000 Hacienda Blvd., California City, CA 93505 with a copy to: Jones & Mayer, Attn: City Attorney of California City, 3777 N. Harbor Blvd. Fullerton, CA 92835; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of California.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

The City of California City

Signature:

Print Name:

Title:

Date:

ATTEST

Signature:

Print Name:

Signature:

Print Name:

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State _____ of _____ California

County of _____

On _____, before me, _____,
personally

(print name of notary)

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer
[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WITNESS

**Fresno MSA Limited Partnership d/b/a
Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Signature: _____

Print _____

Name: Signature: _____

Title: _____

Print Name: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this ____ day of _____, 201____, before me,

the undersigned Notary Public, personally appeared

_____, who proved to me on the basis of
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s)
or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]